

THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
ATHENS DIVISION

JESSECA FAVORS,	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION
	:	NO. 3:19-CV-53 (CAR)
EQUIFAX INFORMATION SERVICES:		
LLC, A GEORGIA LIMITED	:	
LIABILITY COMPANY, and	:	
COVINGTON CREDIT OF GEORGIA,	:	
INC., A GEORGIA CORPORATION,	:	
	:	
Defendants.	:	
_____	:	

**ORDER ON DEFENDANT CCGI'S MOTION TO COMPEL ARBITRATION**

Plaintiff Jesseca Favors filed this action against Defendant Equifax Information Services, LLC ("Equifax") and Covington Credit of Georgia, Inc. ("CCGI"), alleging violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* ("FCRA"). Currently before the Court is Defendant CCGI's Motion to Compel Arbitration and Stay Proceedings [Doc. 12]. In her Response, Plaintiff agrees that her claims against CCGI are subject to arbitration and consents to CCGI's dismissal without prejudice. Having considered the applicable law, the record, and the instant Motion and Response thereto, Defendants' Motion to Compel Arbitration is **GRANTED**, and Defendant CCGI is hereby **DISMISSED** without prejudice.

Plaintiff and CCGI entered into a loan agreement that includes an alternative

dispute resolution agreement providing that “[a]ny dispute between [the parties] [except claims for less than \$1,500] will be subject to arbitration. [The parties] waive [their] rights to have disputes resolved in court by a judge or jury.”<sup>1</sup> The agreement also provided that arbitration is binding.<sup>2</sup>

It is undisputed that the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (“FAA”), applies to this arbitration agreement and that Plaintiff’s claims are within the scope of the agreement. Because the FAA governs the dispute between the parties, the Court is obligated to compel arbitration.<sup>3</sup> Moreover, Plaintiff states Defendant CCGI should be dismissed without prejudice so she may refile her claim against CCGI in arbitration.<sup>4</sup>

Accordingly, the Court **GRANTS** Defendant CCGI’s Motion to Compel Arbitration [Doc. 12], **DISMISSES without prejudice** Defendant CCGI, and **ORDERS** Plaintiff to submit her claim against CCGI to binding arbitration in accordance with the terms of their agreement. Plaintiff’s claims against Defendant Equifax will proceed.

**SO ORDERED**, this 12th day of September, 2019.

S/ C. Ashley Royal  
C. ASHLEY ROYAL, SENIOR JUDGE  
UNITED STATES DISTRICT COURT

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<sup>1</sup> [Doc. 12-1, Exhibit B, Exhibit 1, ¶ 4.

<sup>2</sup> *Id.* at ¶ 7.

<sup>3</sup> See 9 U.S.C. § 4; *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983).

<sup>4</sup> [Doc. 13].